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Counsel for Keystone Profiles, Ltd.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
LEXINGTON PRECISION CORP., <i>et al.</i> ,	:
	:
Debtors.	:
-----X	

Chapter 11
08-11153 (MG)
Jointly Administered

**REQUEST OF KEYSTONE PROFILES, LTD. FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE EXPENSE**

Pursuant to section 503(b)(9) of title 11 of the United States Code (the “Bankruptcy Code”) and this Court’s order of July 21, 2010 [Docket No. 975] (the “Confirmation Order”) confirming the above-captioned debtors’ *Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, as Modified* [Docket No. 975, Ex. A] (the “Confirmed Plan”), Keystone Profiles, Ltd. (“Vendor”) hereby moves (“Motion”) this Court for entry of an order allowing the Vendor an administrative claim in the amount of \$21,710.30 (the “Administrative Claim”) and directing payment of the Administrative Claim in accordance with the Confirmed Plan. In support hereof, and in compliance with Section IV(d) of the Confirmation Order and Section 2.1(a) of the Confirmed Plan, the Vendor states as follows:

BACKGROUND

1. On April 1, 2008 ("Petition Date"), the above-captioned debtors commenced these bankruptcy cases by filing voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

2. Prior to the Petition Date, Vendor supplied various goods and merchandise to Lexington Precision Corp. (the "Debtor") in the ordinary course of business. In the 20 days immediately preceding the Petition Date, Vendor sold and delivered goods and merchandise to the Debtor in the ordinary course of business with an aggregate value of \$21,710.30 (hereinafter, "20-Day Deliveries").

3. The Debtor failed to pay Vendor for the 20-Day Deliveries, thus giving rise to Vendor's Administrative Claim. Both a copy of the invoice demonstrating the value of the 20-Day Deliveries along with a copy of the bill of lading demonstrating proof of delivery are attached hereto as Exhibit A.

4. All of the 20-Day Deliveries were ordered and purchased by the Debtor and delivered to the Debtor within the ordinary course of the parties' respective businesses.

RELIEF REQUESTED AND BASES THEREFOR

5. By this Motion, Vendor seeks entry of an order pursuant to the Confirmation Order and section 503(b)(9) of the Bankruptcy Code (i) allowing Vendor's Administrative Claim for \$21,710.30 as an administrative expense against the Debtor and (ii) directing payment of the Administrative Claim in accordance with the Confirmed Plan.

6. 11 U.S.C. 503(b)(9) provides for treatment as administrative expenses “the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title . . . which goods have been sold to the debtor in the ordinary course of . . . business.”

7. Here, as evidenced by the invoice attached hereto as Exhibit A, Vendor’s Administrative Claim arises out of ordinary course shipments to the Debtor during the 20 days immediately preceding the Petition Date. Accordingly, Vendor’s Administrative Claim should be allowed as an administrative expense of the Debtor’s estate, with payment directed in accordance with the Confirmed Plan.

RESERVATION OF RIGHTS

8. Vendor reserves all of its rights, claims, counterclaims, defenses and remedies under the Bankruptcy Code and other applicable law.

WHEREFORE, Vendor respectfully requests that this Court enter an order pursuant to Bankruptcy Code section 503(b)(9) (i) allowing Vendor’s Administrative Claim for \$21,710.30 as an administrative expense against the Debtor and (ii) directing the Debtor to pay the Administrative Claim in accordance with the Confirmed Plan.

Dated: Cleveland, OH
September 23, 2010

Respectfully submitted,

/s/ Stuart A. Laven, Jr.

BENESCH FRIEDLANDER COPLAN &
ARONOFF LLP

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Certificate of Service

The foregoing Motion of Keystone Profiles, Ltd. was filed via the Court's ECF system and sent via first class U.S. mail to the following on September 23, 2010:

Lexington Precision Corporation
800 Third Avenue, 15th Floor
New York, NY 10023

Weil, Gotshal & Manges, LLP
Attn: Adam P. Storchak
1300 Eye Street, NW, Suite 900
Washington, DC 20005

Office of the United States Trustee
Attn: Elisabetta Gasparini
33 Whitehall Street, 21st Floor
New York, NY 10004

/s/ Stuart A. Laven, Jr., Esq.

EXHIBIT A

Apr. 2. 2008 5:19PM

No. 8838 P. 5



REMIT TO:

Keystone Profiles, Ltd.
PO Box 73847
Cleveland, OH 44193

INVOICE #	PAGE
02702	1

INVOICE DATE	3/18/2008
DUE DATE	4/17/2008
TERMS	1/2% 10 Days Net 30

BILL TO

Lexington Machining
677 Buffalo Road
Rochester, NY 14611

SOLD TO

Lexington Machining
677 Buffalo Road
Rochester, NY 14611

CUSTOMER	ORDER	P.O. NUMBER	SALES REP	CURRENCY
LEXMAC	CO-00843	P3889	EAGPRO	USD
PACKLIST ID	SHIP INSTRUCTIONS		SHIP DATE	SHIP WEIGHT
LINE NO.	LINE NUMBER/DESCRIPTION	QTY	QUANTITY/PRICE	NET SALES

Carrier..:

CUSTOMER CONTACT: Tom Mogavero Ph: 586.235.0880 Fax: 586.235.7886

ANY QUESTIONS, PLEASE CONTACT: JIM SMILEK, X215 PRICES ARE
SUBJECT TO SURCHARGE AND PRICE IN EFFECT AT TIME OF SHIPMENT.

PL-03064	PART #FZS72040410101		3/18/2008	
1	101935 - 12L14 CD P06-43 REV 0 12 FT RL	LB	12,319.0000 / 1.5750	19,402.42
			157.5000 / cwt	
PL-03064			3/18/2008	
2	LSSUR - Leaded Scrap Surcharge	LB	12,319.0000 / 0.1250	1,539.88
			12.5000 / cwt	
PL-03084			3/18/2008	
3	FREIGHT - Billable Freight	EA	1.0000 / 768.0000	768.00
			76,800.0000 / cwt	

Sub Total	\$21,710.30
Tax	0.00
Freight	0.00
Payments	0.00
Prior Billing	0.00
Grand Total	\$21,710.30
	USD

Terms Disc \$108.65

Sep.22. 2010 2:57PM

KEYSTONE PROFILES LTD

No.5908 P. 2

STRAIGHT BILL OF LADING



Direct Inquiries to: **Keystone Profiles, Ltd.**
220 Seventh Ave.
Beaver Falls, PA 15010

BOL ID: BL-01579
Page Number: 1

The Property described below, in apparent good order, except as noted (contents and condition of packages unknown) marked consigned and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at \$40 destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route of destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) Official Southern Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

CONSIGNEE
Production Metal Cutting 1 Curlew Street Rochester NY 14606 USA <i>LEXINGTON</i>

CARRIER
Emerald Logistics 3/18/2008 PREPAID \$0.00 NONE

Emerald Logistics

3/18/2008

PREPAID

\$0.00

NONE

COD CHARGE \$0.00

Send Frt Bill to: Emerald
Logistics, Inc
P O Box 42 (PH 724-843-1500)
Industry, PA 15052

NO.	DESCRIPTION	QTY	UNIT	WEIGHT	UNIT
104340	BUNDL	4		50	12,319.00 LB

MATERIAL MUST BE TARPED AND BLOCKED

PO#: P3889

CO-00843

Send Frt Bill to: Emerald
Logistics, Inc
P O Box 42 (PH 724-843-1500)
Industry, PA 15052

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Joe L. Clark
(Signature of Consignor)

Received \$ _____ to apply in prepayment of the charges on the property described hereon.

Per:

(The Signature here acknowledges only the amount prepaid)

Agent Per:

Joseph Priest

Agent or Cashier

31805

Send Frt Bill to: Emerald
Logistics, Inc
P O Box 42 (PH 724-843-1500)
Industry, PA 15052